

EXHIBIT B AMENDED AND RESTATED BYLAWS
OF
WARWICK SWIM CLUB, INC.

As Revised

ARTICLE 1 DEFINITIONS

- 1.1 "Association" shall refer to WARWICK SWIM CLUB, INC., a non-profit corporation organized and existing under the laws of the State of Oklahoma. According to the Agreement of Merger entered into as of January 1, 1996, between Warwick Property Owners Association, Inc., an Oklahoma corporation ("WAPOA") and the Association, WAPOA merged into the Association, and the Association became the surviving entity.

- 1.2 "Board" means the Board of Directors of the Association.

- 1.3 The "Managing Agent" refers to a property management group engaged by the Board in accordance with the provisions in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Warwick Addition, a Residential Addition to the City of Norman, Oklahoma (the "Amended and Restated Declaration") to manage the Association's day-to-day operations and fulfill the Board's duties as specified in a Master Service Agreement (MSA) executed between the Board and the Managing Agent.

- 1.4 The "Property" shall refer to the property described in the Amended and Restated Declaration dated: 30 July, 2024 and recorded in the Office of the Cleveland County Clerk, hereafter referred to as the Covenants. This document supersedes the previous by-laws as recorded in Book 2464, Page 304.

- 1.5 All other terms and definitions shall be the same as those outlined in the approved Amended and Restated Declaration as applicable to the Property.

ARTICLE 2 LOCATION AND PURPOSE

- 2.1 The Association's principal office shall be located with the Managing Agent administering the Association's financial and operational management, or at such other place as determined by the Board.

- 2.2 The Association intends to maintain a community within the Property to provide for the construction, maintenance, upkeep, improvement, and administration of the community and its entrances/rights of way/medians/common area fences and all improvements now existing or hereafter erected thereon, including repair and maintenance of a swimming pool and cabana area included therein.

ARTICLE 3 MEMBERSHIP

- 3.1 Membership in the Association shall be held and maintained as provided in the Amended and Restated Declaration.
- 3.2 Membership rights are contingent on the payment of Assessments as levied by the Association and as specified in the Amended and Restated Declaration.
- 3.3 Membership rights can be suspended by a vote of the Board when assessments remain unpaid. However, upon payment of such assessments, such rights and privileges shall automatically be restored, and all liens will be released.

ARTICLE 4 VOTING RIGHTS

- 4.1 The Membership's voting rights shall be exercised in person or by written proxy under the provisions of the Amended and Restated Declaration. All Members who have paid their Assessments in full are considered Members in good standing.

ARTICLE 5 PROPERTY RIGHTS & RIGHT OF ENJOYMENT

- 5.1 Each Member shall be entitled to the co-equal rights and obligations described in the approved Covenants.

ARTICLE 6 MEETINGS OF MEMBERS

- 6.1 The regular annual meeting of the Association's Members will be held in April on a date selected by the Board.
- 6.2 A special Board meeting may be held at any time when requested by a majority of Board members or at the written request of twenty-five percent (25%) of Members with the right to vote.

- 6.3 The Secretary shall notify the Members of annual and special meetings in writing per the specifications outlined in the Amended and Restated Declaration.
- 6.4 A quorum for any meeting of Members shall consist of twenty-five percent (25%) of the total Members at that time and said Members shall be either present in person or by proxy for any action governed by these By-Laws and the Amended and Restated Declaration. If a quorum is tacking at such meeting, a subsequent meeting may be called, with a quorum consisting of at least twenty (20) Members of the Association.

ARTICLE 7 OFFICERS OF THE BOARD

- 7.1 The officers of the Board shall be a President, a Vice President, a Treasurer, and a Secretary.
- 7.2 The Board shall be elected by the Association at the Annual Meeting by a majority vote of the Members present at the meeting or represented by proxy, so long as a quorum is present pursuant to Section 6.4 above. The Board may elect a Board Member to fill an uncompleted term.
- 7.3 Upon approval by the Board, the duties listed below may be delegated to the Managing Agent. The appropriate Board member shall oversee the Managing Agent's execution of delegated duties.
- 7.4 The President shall preside at all Board meetings and ensure that the Board's decisions are implemented. The President shall also sign documents for the Association and may represent the Association in the community as needed.
- 7.5 The Vice-President shall perform all the duties of the President in his or her absence.
- 7.6 The Treasurer shall provide financial oversight for the Association's funds.
- 7.6.1 The Treasurer shall receive and deposit the Association's funds through appropriate bank accounts. The Treasurer shall disburse such funds as directed by the Board and authorized by the President and Vice President.
- 7.6.2 The Treasurer shall provide monthly and annual reports for all Association transactions. The Treasurer must have access to view electronic/online banking records.
- 7.6.3 The Treasurer shall prepare an annual budget. An annual balance sheet, income and expense statements, and budget statement will be presented to the membership at its annual meeting. A digital copy of the budget, balance sheet, income, and expense statement shall be provided to each Member annually upon request.
- 7.6.4 The Treasurer shall keep proper books of accounts and cause an annual review of the Association books to be made after each fiscal year.

- 7.7 The Secretary of the Board shall record and archive the votes and minutes of all meetings of the Board and of the Association membership and shall serve as the custodian of all the Association's records.
- 7.8 The Association's primary documents may be requested from the Secretary during reasonable business hours and may be reviewed by Association Members.
- 7.9 No officer shall serve the Association in any other capacity and receive compensation unless the Board authorizes the additional compensation.

ARTICLE 8 BOARD OF DIRECTORS

- 8.1 Four (4) Members shall be elected as officers and shall comprise the Board. The initial Board consisted of those parties outlined in the Articles of Incorporation. The Board, after the initial Board, shall be elected for two-year periods. The Board may be expanded to seven (7) Members by a vote of the Board. A seventy-five percent (75%) affirmative vote of the Board approves all Board decisions.
- 8.2 The remaining Board members shall fill vacancies in the Board; any such appointed member will hold office until his successor is elected by the Members-at the next annual meeting of the Members or at any special meeting called for that purpose. Only one Member per property may serve on the Board or the Community Oversight Team (COT) simultaneously.
- 8.3 A background check will be conducted before any new officer begins serving his or her term on the Board, and the information will be purged upon completion of his or her term.
- 8.4 The Board shall have the power to:
 - 8.4.1 Call special meetings of the Members whenever necessary, upon the written request of twenty-five percent (25%) of the voting membership of the Association.
 - 8.4.2 Hire and fire all vendors or contractors of the Association, prescribe their duties, fix their compensation, and require such security or fidelity bond as it may deem expedient.
 - 8.4.3 Investigate and respond to a petition signed by twenty (20) Members in good standing requesting a particular Board member's resignation.
 - 8.4.4 Terminate a Board member's term upon receiving a request signed by twenty (20) Members in good standing.
 - 8.4.5 Establish, levy, and collect assessments or charges referred to in the Amended and Restated Declaration or By-Laws.

- 8.4.6 Adopt and publish rules and regulations governing the Association as long as said rules and regulations are consistent with the Amended and Restated Declaration.
- 8.4.7 Develop Standard Operating Procedures as deemed necessary for the safety and security of the Association. This may include procedures governing the use of the Association's Common Areas.
- 8.4.8 Establish a Community Oversight Team (COT) as a sub-team of the Board to review Member requests for modifications to Member's Property to maintain cohesiveness of the Properties within the Association. The Community Oversight Team comprises no less than three (3) Members selected by the Board who shall receive, research precedent actions, review, and refer their decisions to the Board. The Board will supervise the COT and approve, reject, or modify their recommendations.
- 8.4.9 Delegate to the Community Oversight Team (COT) oversight and hosting of special Community-wide activities such as a 4th of July parade or other events designed to build community spirit and unity.
- 8.4.10 Exercise for the Association all powers, duties, and authority vested in or delegated to this Association as approved by the Amended and Restated Declaration.
- 8.4.11 Assess and collect fines in accordance with the Amended and Restated Declaration from any Member whom the Board finds to violate the Amended and Restated Declaration or By-Laws governing this Association. Violations are categorized as major and minor as defined in Appendix B of the Amended and Restated Declaration.
 - 8.4.11.1 The Member shall be notified of the violation by the Managing Agent.
 - 8.4.11.2 The Member shall also be advised of the consequences of the Member's failure to effect said correction.
 - 8.4.11.3 The Member in violation shall correct the said violation within 30 days of notification.
 - 8.4.11.4 The Member may appear at the next Board meeting to appeal any levied fine.
 - 8.4.11.5 If a Member fails to appeal or correct the violation within thirty (30) days of the above-mentioned meeting, the Board shall be authorized to utilize the Association's resources to correct the violation and to assess the Member in violation for these costs. There shall be added to the actual cost of the work 20% to cover administrative expenses of the Board, plus a reasonable attorney fee, in addition to any fines previously imposed. The Board shall notify the Member of the cost of performing the work,

and if the Member does not pay within thirty (30) days, said cost shall be deemed an unpaid special assessment and shall be a lien on the property and subject to all collection rights therein provided.

8.4.11.6 The Board may review and approve reasonable payment plans for Members experiencing financial hardships and waive interest on amounts subject to an approved payment plan.

8.5 Take all steps necessary to enforce liens due to violations of the Covenants. Make reasonable efforts to minimize impacting Member's rights through the enforcement of liens.

8.6 It shall be the duty of the Board to:

8.6.1 Maintain a complete record of Board actions, finances, and minutes.

8.6.2 Provide for the common Property's care, upkeep, and maintenance.

8.6.3 Supervise all vendors of this Association and see that their duties are correctly performed.

8.6.4 Set the Annual Assessments for the Association under Article 9 of the revised Covenants.

8.6.5 Send actionable notices of Annual Assessments to Association Members.

8.6.6 Provide evidence that the Assessments were paid.

8.6.7 Maintain adequate insurance on the pool and cabana common area.

ARTICLE 9 BOARD OF DIRECTOR MEETINGS

9.1 The Board's regular meeting will be held monthly as needed. The Board may set the time and date of said meetings.

9.2 The Board may call special meetings at any time to address urgent matters.

9.3 Any action by the Board shall be considered valid unless protested by a vote of twenty-five percent (25%) of all Members. The minutes of the meeting shall be evidence of a record of the meeting.

9.4 For purposes of the Board, a quorum shall consist of seventy-five percent 75% of the officers.

ARTICLE 10 PROXIES

10.1 Each Member may vote in person or by proxy vote at all Association meetings as outlined in the Covenants.

- 10.2 All proxies shall be filed with the Secretary in writing. Proxies are valid for a period of eleven (11) months from the date signed and recorded by the Secretary unless revoked in writing by the Member and delivered to the Secretary.
- 10.3 Members may not designate a non-Member proxy.
- 10.4 A standardized proxy vote form will be used (See Appendix A.)

ARTICLE 11 CORPORATE SEAL

- 11.1 The Association shall not be required to have a corporate seal.

ARTICLE 12 INSURANCE

- 12.1 The Association will purchase and maintain appropriate Property liability insurance.
- 12.2 The Association will provide Director's Insurance for the Board.
- 12.3 The Association's insurance shall be charged to the Members as a part of the Annual Assessment.
- 12.4 The Association will ensure the Managing Agent has adequate insurance/bond.

ARTICLE 13 AMENDMENTS

- 13.1 These By-Laws are subject to review by a committee appointed by the Board every seven (7) years.
- 13.2 These By-Laws may be amended by a vote of fifty-one percent (51 %) of the Members at a specially called meeting.


ARTICLE 14 CONFLICT OF LAWS

- 14. In the case of any conflict between the Articles of Incorporation and these By-Laws, the By-Laws shall control. In case of any dispute between the revised Covenants and these By-Laws, the revised Covenants shall take precedence.


The undersigned hereby certify that the foregoing constitutes a true and correct copy of the Bylaws for Warwick Swim Club, Inc. as adopted by the membership on **30 July, 2024** and hereby supersedes and replaces all prior By-Laws for the Association.

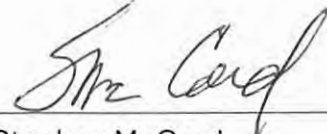
Executed as of **30 July, 2024.**


Matthew Ratcliff
President


David Assad
Vice-President

ATTESTED BY:


Laura Smith
Secretary

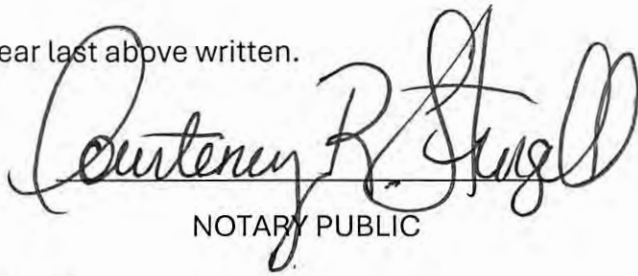

Stephen McCord
Treasurer

State of Oklahoma)
) ss:
County of Cleveland)

Before me, a Notary Public, in and for this state, on this **30th of July, 2024**, personally appeared Matthew Ratcliff, David Assad, Laura Smith, Stephen McCord in their official capacities appeared to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he/she/they executed the same as his/her/their free and voluntary act. This instrument was acknowledged by the Officers of the Warwick Swim Club, Inc. as name above, and in the representative capacity shown, if any shown.

Given under my hand and seal the day and year last above written.

COURTENAY R. STURGELL
Notary Public, State of Oklahoma
Commission #24007760
My Commission Expires 6/18/2028


NOTARY PUBLIC

НА КОМПЛЕКСИОННО-ПРОЕКТИРОВАНИЕ
КОМПЛЕКСИОННО-ПРОЕКТИРОВАНИЕ
КОМПЛЕКСИОННО-ПРОЕКТИРОВАНИЕ
КОМПЛЕКСИОННО-ПРОЕКТИРОВАНИЕ

APPENDIX A – STANDARDIZED PROXY VOTE

**WARWICK SWIM CLUB, INC.
PROXY**

_____, (Member), being in good standing and entitled to vote at any special or annual meetings of Warwick Swim Club, Inc. hereby designates and appoints _____ (Proxy), as Proxy for the Member.

By this designation of proxy, the Proxy may attend and represent the Member with the full power to vote and act for the Member in the same manner, to the extent and with the same effect as if the Member were personally present.

This designation revokes any prior designation of proxy that the Member may have given previously with respect to the Member’s ownership interest in Warwick Swim Club, Inc.

This designation of proxy shall be effective for the Annual Meeting of the Warwick Swim Club, Inc., at any adjournment of such meeting and for eleven (11) months subsequent to the execution this proxy unless revoked. Member may withdraw or amend this Proxy at any time by making a written withdrawal to the President of the Association or by appearing in person at the Annual Meeting. However, revocation of this proxy cannot revoke votes already cast under said Proxy.

Signed this _____ day of _____, 20__

Signature: _____

Printed Name: _____

Address: _____

PROXY ACCEPTANCE:

Signature: _____

Printed Name: _____

Address: _____